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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM496230

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
P. H. GLATFELTER COMPANY		10/31/2018	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PIXELLE SPECIALTY SOLUTIONS LLC (FORMERLY KNOWN AS SPARTAN PAPER LLC)
Street Address:	228 SOUTH MAIN STREET
City:	SPRING GROVE
State/Country:	PENNSYLVANIA
Postal Code:	17362
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 47

Property Type	Number	Word Mark
Registration Number:	4056804	ADENA OPAQUE
Registration Number:	3537783	APPEAL
Registration Number:	3822636	CLEANPRESS CF
Registration Number:	3526346	CONSERVE
Registration Number:	3728899	CONSERVE
Registration Number:	2533131	
Registration Number:	2352698	DEFENSA
Registration Number:	4762028	DEFENSA TAMPERMARK
Registration Number:	2644324	DIGIBOOK
Registration Number:	1584643	EXCEL
Registration Number:	3952400	EXCELONE
Registration Number:	0940978	EXHERE
Registration Number:	2676873	EXHERE
Registration Number:	3314230	G COLORS
Registration Number:	4998569	G-FORCE
Registration Number:	4297229	LOGAN
Registration Number:	0617482	MOISTRITE
Registration Number:	1986600	NATURES
		TDADEMADIZ

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Property Type	Number	Word Mark			
Registration Number:	4289234	NATURES			
Registration Number:	3670205	NATURESOLV			
Registration Number:	3686743	NATURESOLV			
Registration Number:	3800582	NATURESOLV			
Registration Number:	0690914	OLD FORGE			
Registration Number:	2409213	OPTICA			
Registration Number:	3587078	PERMANENCE MATTERS			
Registration Number:	5273790	PIXELLE			
Registration Number:	2500209	PIXELLE			
Registration Number:	5273791	PIXELLE			
Registration Number:	2462535	PRINTLOC			
Registration Number:	2558617	PRINTLOC			
Registration Number:	0957786	RESTORE COTE			
Registration Number:	3962571	SCIOTO LEDGER			
Registration Number:	3796882	SECURITY GATE			
Registration Number:	2533130				
Registration Number:	1692968	SEQUEL			
Registration Number:	1978888	SNAP-SET			
Registration Number:	2071914	STABILITE			
Registration Number:	0189282	THOR			
Registration Number:	3962572	TIFFIN TAG			
Registration Number:	1908457	TRANS/RITE			
Registration Number:	1077855	TRANS/TAB			
Registration Number:	3596037	TRANSFORM			
Registration Number:	4165083	WECOLOGY			
Registration Number:	3962573	WORTHINGTON INDEX			
Registration Number:	3299751	XCELERATOR			
Registration Number:	5520039	XL1 REWARDS			
Serial Number:	86955173	XL1 REWARDS			

CORRESPONDENCE DATA

Fax Number: 6508385109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM
Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: MENLO PARK, CALIFORNIA 94025

TRADEMARK
REEL: 006471 FRAME: 0579

ATTORNEY DOCKET NUMBER:	34652/34			
NAME OF SUBMITTER:	BENJAMIN PETERSEN			
SIGNATURE:	/BENJAMIN PETERSEN/			
DATE SIGNED:	10/31/2018			
Total Attachments: 13				
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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), dated as of October 31, 2018, is entered into by and between P.H. Glatfelter, a Pennsylvania corporation, located at 96 South George Street, Suite 500, York, PA 17401 (the "Assignor"), in favor of Pixelle Specialty Solutions LLC (formerly known as Spartan Paper LLC), a Delaware limited liability company located at 228 South Main Street, Spring Grove, PA 17362 (the "Assignee").

WHEREAS, the Assignor and the Assignee have entered into that certain Asset Purchase Agreement, dated as of August 21, 2018 (together with all exhibits and schedules thereto, the "APA"), pursuant to which and among other things (a) at the Closing, the Assignor shall sell, transfer, convey, assign and deliver, to the Purchaser, and the Purchaser shall purchase, acquire and accept from the Seller, all right, title and interest of the Seller in, to and under the Purchased Assets, and (b) the Purchaser shall, from and after the Closing, assume and agree to pay, perform and discharge when due any and all of the Assumed Liabilities, in each of clauses (a) and (b), upon the terms and subject to the conditions set forth in the APA; and

WHEREAS, in connection with the APA, the Assignor has agreed to sell, assign, transfer and deliver to the Assignee among other assets, all of Assignor's rights, title and interest in (i) the patents (including all provisionals, reissues, divisions, continuations, continuations-in-part, reexaminations and extensions thereof) and patent applications as set forth in Schedule 1 (the "Assigned Patents") and (ii) the trademark registrations and applications for trademark registration set forth in Schedule 2 (the "Assigned Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee agree as follows:

SECTION 1. <u>Definitions</u>. Capitalized terms used but not defined herein have the meanings ascribed to such terms in the APA.

SECTION 2. <u>Assignment</u>. Assignor hereby sells, assigns, transfers and delivers to the Assignee, and the Assignee hereby accepts the sale, assignment, transfer and delivery of, all of Assignor's right, title and interest in, to and under the:

(a) Assigned Patents together with all the rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements or other conflicts relating to the Assigned Patents, including, without limitation, the right to compromise, sue for and collect such profits and damages; all rights of priority resulting from the filing of the Assigned Patents, and all other rights, including common law rights, relating to the Assigned Patents, to the extent such rights exist or may exist in the future, each to be held and enjoyed by the Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have

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been held and enjoyed by the Assignor had this assignment and sale not been made; provided, however, that this Assignment shall not constitute an assignment to the extent that, if it were to sell, transfer, assign or deliver an interest in and to the Assigned Patents, it would impair the subsequent lawful and effective execution and recordation of a necessary country-specific form of assignment; and

(b) the Assigned Trademarks together with all the goodwill associated with the use of or symbolized by the Assigned Trademarks; all rights of enforcement and the rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present, and future infringements, unfair competition, passing off or other conflicts relating to the Assigned Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; all rights of priority resulting from the filing of the Assigned Trademarks, and all other rights, including common law rights, relating to the Assigned Trademarks, to the extent such rights exist or may exist in the future, each to be held and enjoyed by the Corresponding Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by such Assignor had this assignment and sale not been made.

SECTION 3. <u>Recordation</u>. The Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks the United States Patent and Trademark Office and other empowered officials of the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by the Assignee.

SECTION 4. <u>Further Assurances</u>. At the request of the Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, such documents as the Assignee or its counsel may reasonably request to further effectuate or evidence the transactions set forth in this Assignment.

SECTION 5. <u>Subject to APA</u>. This Assignment is made pursuant to, and is subject to the terms of, the APA. Nothing contained in this Assignment is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of the parties under the APA, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the APA, the terms and provisions of the APA shall control.

SECTION 6. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute one and the same agreement. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

SECTION 7. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to

any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, by their duly authorized signatories, have executed this Assignment as of the date first above-written.

P. H. GLATFELTER COMPANY

Name John P. Jacunski

Title: Executive Vice President and Chief Financial Officer

PIXELLE SPECIALTY SOLUTIONS LLC

Ву:		 	
-	Name:		
	Title.		

IN WITNESS WHEREOF, the Parties, by their duly authorized signatories, have executed this Assignment as of the date first above-written.

P. H. GLATFELTER COMPANY

By: _____ Name: Title:

PIXELLE SPECIALTY SOLUTIONS LLC

3y: 🔀

Name: Russell Triedman Title: Executive Manager

[Signature Page to the Intellectual Property Assignment Agreement]

SCHEDULE 1

ASSIGNED PATENTS

Title	Country	Application Number	Application Date	Patent Number	Grant Date
PROCESS FOR MAKING A STIFFENED PAPER	USA - (US)	13/922,563	06/20/2013	9,133,583	09/15/2015
IMPACT INDICATOR COATINGS AND METHODS	USA - (US)	62/198,941	07/30/2015	Expired	
IMPACT INDICATOR COATINGS AND METHODS	USA - (US)	15/222,222	07/28/2016		
IMPACT INDICATOR COATINGS AND METHODS	PCT - (WO)	PCT/US16/44 626	07/29/2016	Expired	
METHOD OF PREVENTING AGGLOMERATION DURING MICROENCAPSULATI ON OF FRAGRANCE OILS	USA - (US)	13/477,348	05/22/2012	Abandoned	
HEAT-STABLE MICROENCAPSULAT ED FRAGRANCE OILS	USA - (US)	13/599,686	08/30/2012	Abandoned	
PROCESS FOR MAKING A STIFFENDED PAPER	USA - (US)	13/080,217	04/05/2011	8,496,784	07/30/2013
DRY WIPES COMPRISING MICROENCAPSULAT ED CLEANING COMPOSITION	USA - (US)	13/837,269	03/15/2013	Abandoned	
TAMPER EVIDENT DOCUMENTS AND INK	USA - (US)	13/955,508	07/31/2013	Abandoned	
HEAT-STABLE MICROENCAPSULAT ED FRAGRANCE OILS	PCT - (WO)	PCT/US13/56 985	08/28/2013	Expired	
TAMPER EVIDENT DOCUMENTS AND INKS	USA - (US)	14/011,952	08/28/2013	9,221,989	12/29/2015
DRY WIPES COMPRISING	USA - (US)	61/612,457		Expired	

Title	Country	Application Number	Application Date	Patent Number	Grant Date
MICROENCAPSULAT ED CLEANING COMPOSITION					
INK JET PRINTABLE HEAT TRANSFER PAPER	USA - (US)	09/839,793	04/20/2001	6,951,671 – Expired	10/04/2005
METHOD FOR MAKING COATED PAPER AND A PAPER COATING COMPOSITION	USA - (US)	07/936,308	08/28/1992	5,298,335 – Expired	03/29/1994
PROCESS FOR PREPARATION OF HIGH OPACITY PRECIPITATED CALCIUM CARBONATE BY REACTING SODIUM CARBONATE WITH CALCIUM HYDROXIDE	USA - (US)	08/076,861	06/15/1993	5,364,61 – Expired	11/15/1994
PROCESS FOR PREPARATION OF HIGH OPACITY PRECIPITATED CALCIUM CARBONATE BY REACTING SODIUM CARBONATE WITH CALCIUM HYDROXIDE	Canada - (CA)	2125846	06/14/1994	2125846 – Expired	11/03/1998
PROCESS FOR PREPARATIOMN OF HIGH OPACITY PRECIPITATED CALCIUM CARBONATE BY REACTING SODIUM CARBONATE WITH CALCIUM HYDROXIDE	Finland - (FI)	942815	06/14/1994	109017 – Expired	05/15/2002
PROCESS FOR PREPARATION OF HIGH OPACITY PRECIPITATEDCALCI UM CARBONATE BY REACTING SODIUM CARBONATE WITH CALCIUM	Sweden - (SE)	9401906-4	06/02/1994	512686 - – Expired	05/02/2000

Title	Country	Application Number	Application Date	Patent Number	Grant Date
HYDROXIDE					
COPYABLE CARBONLESS PAPER	USA - (US)	09/624,159	07/24/2000	6,407,035 – Expired	06/18/2002
MARINE FLEXIBLE LAMINATE SYSTEM	USA - (US)	12/093,863	05/15/2008	Abandoned	
RECORDING PAPER INCORPORATING HOLLOW SPHERICAL PLASTIC PIGMENT	USA - (US)	08/977,916	11/25/1997	5,932,515 – Expired	08/03/1999
PROCESS OF MANUFACTURING AUTHENTICATABLE PAPER PRODUCTS	USA - (US)	09/233,437	01/20/1999	6,054,021 – Expired	04/25/2000
CAPSULES HAVING DISCRETE SOLVENT/COLOR FORMER AND DILUENT CAPSULE ENCAPSULATED PHASES	USA - (US)	09/198,296	11/23/1998	6,103,378 – Expired	08/15/2000
METHOD FOR MANUFACTURING PAPER HAVING VARIABLE CHARACTERISTICS	USA - (US)	09/880,594	06/13/2001	6,733,627 – Expired	05/11/2004
DUAL LAYER SELF- CONTAINED PAPER INCORPORATING HOLLOW SPHERICAL PLASTIC PIGMENT	USA - (US)	09/630,396	08/02/2000	6,514,909 – Expired	02/04/2003
RESEALABLE CONTAINER WITH MAGNETIC CLOSURE SYSTEM	USA - (US)	10/045,371	01/15/2002	6,749,551 – Expired	06/15/2004
TAMPER EVIDENT DOCUMENTS AND INK	PCT - (WO)	PCT/US14/48 784	07/30/2014	Expired	

SCHEDULE 2

ASSIGNED TRADEMARKS

Trademark	Country	Status / Class(es)	Application Number / Date	Registration Number/Date
ACCELERATOR	Australia	Registered 16 Int.	1204600 16-OCT-2007	1204600 16-OCT-2007
ACCELERATOR	New Zealand	Registered 16 Int.	777820 16-OCT-2007	777820 16-OCT-2007
ACCELERATOR	United Kingdom	Registered 16 Int.	UK00002415886 07-MAR-2006	UK00002415886 01-SEP-2006
ADENA OPAQUE	United States	Registered 16 Int.	77822583 09-SEP-2009	4056804 15-NOV-2011
APPEAL	United States	Registered 16 Int.	77123180 06-MAR-2007	3537783 25-NOV-2008
CLEANPRESS CF	Canada	Registered 16 Int.	1417133 05-NOV-2008	TMA801634 06-JUL-2011
CLEANPRESS CF	Mexico	Registered 16 Int.	971489 31-OCT-2008	1096782 23-APR-2009
CLEANPRESS CF	United States	Registered 16 Int.	77604060 30-OCT-2008	3822636 20-JUL-2010
CONSERVE	United States	Registered 16 Int.	77194048 31-MAY-2007	3526346 04-NOV-2008
CONSERVE LEAF LOGO	United States	Registered 16 Int.	77194037 31-MAY-2007	3728899 22-DEC-2009
CROSSES WATERMARK LOGO	United States	Registered 16 Int.	76005423 20-MAR-2000	2533131 22-JAN-2002
DEFENSA	Canada	Registered 16 Int.	887731 19-AUG-1998	TMA531146 25-SEP-2000
DEFENSA	Mexico	Registered 16 Int.	346642 09-SEP-1998	601595 25-FEB-1999
DEFENSA	United States	Registered 16 Int.	75534238 11-AIG-1998	2352698 23-MAY-2000
DEFENSA TAMPERMARK	United States	Registered 02 Int.	86976157 24-JUL-2013	4762028 23-JUN-2015
DIGIBOOK	United States	Registered 16 Int.	76276541 25-JUN-2001	2644324 29-OCT-2002
EXCEL	Canada	Registered 16 Int.	662931 25-JUL-1990	TMA403828 23-OCT-1992

Trademark	Country	Status / Class(es)	Application Number / Date	Registration Number/Date	
EXCEL	United States	Registered 16 Int.	7380892 26-JUN-1989	1584643 27-FEB-1990	
EXCELONE	Canada	Registered 16 Int.	1475968 07-APR-2010	TMA793569 22-MAR-2011	
EXCELONE	Mexico	Registered 16 Int.	1080799 12-APR-2010	1195089 17-DEC-2010	
EXCELONE	United States	Registered 16 Int.	85007410 06-APR-2010	3952400 26-APR-2011	
EXHERE	United States	Registered 16 Int.	72388077 01-APR-1971	0940978 15-AUG-1972	
EXHERE LOGO	United States	Registered 16 Int.	76305618 27-AUG-2001	2676873 21-JAN-2003	
G COLORS	United States	Registered 16 Int.	78791696 13-JAN-2006	3314230 16-OCT-2007	
G-FORCE and Design	European Union	Registered 01 Int., 02 Int., 03 Int., 04 Int., 05 Int., 19 Int., 24 Int., 25 Int., 40 Int.	009878571 08-APR-2011	009878571 22-MAR-2013	
G-FORCE and Design	United States	Registered 1 Int., 2 Int.	85984141 28-FEB-2011	4998569 12-JUL-2016	
LOGAN	United States	Registered 16 Int.	85507680 03-JAN-2012	4297229 05-MAR-2013	
MOISTRITE	Canada	Registered 16 Int.	667209 26-SEP-1990	TMA392352 27-DEC-1991	
MOISTRITE	United States	Registered 16 Int.	71665836 06-MAY-1954	617482 13-DEC-1955	
NATURES	United States	Registered 16 Int.	74588418 07-OCT-1994	1986600 16-JUL-1996	
NATURES	United States	Registered 16 Int.	77380270 25-JAN-2008	4289234 12-FEB-2013	
NATURESOLV	United States	Registered 16 Int.	77374880 18-JAN-2008	3670205 18-AUG-2009	
NATURESOLV	United States	Registered 16 Int.	77328871 14-NOV-2007	3686743 22-SEP-2009	
NATURESOLV LOGO	United States	Registered 16 Int.	77680015 27-FEB-2009	3800582 08-JUN-2010	
OLD FORGE	United States	Registered	72020526	0690914	

Schedule 2 to the Intellectual Property Assignment Agreement

Trademark	Country	Status / Class(es)	Application Number / Date	Registration Number/Date
		16 Int.	06-DEC-1956	05-JAN-1960
OPTICA	Canada	Registered 16 Int.	887732 19-AUG-1998	TMA550685 12-SEP-2001
OPTICA	United States	Registered 16 Int.	75534240 11-AUG-1998	2409213 28-NOV-2000
PERMANENCE MATTERS	United States	Registered 35 Int.	77582833 01-OCT-2008	3587078 10-MAR-2009
PIXELLE	Canada	Pending 16 Int.	1761787 23-DEC-2015	
PIXELLE	European Union	Registered 16 Int.	014919121 16-DEC-2015	014919121 22-APR-2016
PIXELLE	United States	Registered 16 Int.	86847856 14-DEC-2015	5273790 29-AUG-2017
(STYLIZED)	United States	Registered 16 Int.	76136968 26-SEP-2000	2500209 23-OCT-2001
PIXELLE LOGO	Canada	Pending 16 Int.	1761786 23-DEC-2015	
PIXELLE LOGO	European Union	Registered 16 Int.	014919096 16-DEC-2015	014919096 18-APR-2016
PIXELLE LOGO	United States	Registered 16 Int.	86847866 14-DEC-2015	5273791 29-AUG-2017
PRINTLOC	United States	Registered 16 Int.	75722053 04-JUN-1999	2462535 19-JUN-2001
PRINTLOC	United States	Registered 01 Int.	76246486 24-APR-2001	2558617 09-APR-2002
RESTORE COTE	United States	Registered 16 Int.	72411632 03-JAN-1972	0957786 24-APR-1973
SCIOTO LEDGER	United States	Registered 16 Int.	77822592 09-SEP-2009	3962571 17-MAY-2011
SECURITY GATE	United States	Registered 16 Int.	77658618 28-JAN-2009	3796882 01-JUN-2010
SECURITY GATE WATERMARK (DESIGN)	United States	Registered 16 Int.	76005422 20-MAR-2000	2533130 22-JAN-2002
SEQUEL	Canada	Pending 16 Int.	701124 18-MAR-1992	TMA411263 16-APR-1993
SEQUEL	Mexico	Registered 16 Int.	137981 20-APR-1992	419654 10-AUG-1992

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Schedule 2 to the Intellectual Property Assignment Agreement

Trademark	Country	Status / Class(es)	Application Number / Date	Registration Number/Date
SEQUEL	United States	Registered	74124253	1692968
		16 Int.	17-DEC-1990	09-JUN-1992
SNAP-SET	United States	Registered	74563689	1978888
		16 Int.	22-AUG-1994	04-JUN-1996
STABILITE	United States	Registered	75146152	2071914
		16 Int.	29-JUL-1996	17-JUN-1997
THOR (STYLIZED)	United States	Registered	71195483	189282
		16 Int.	14-APR-1924	16-SEP-1924
TIFFIN TAG	United States	Registered	77822600	3962572
		16 Int.	09-SEP-2009	17-MAY-2011
TRANS/RITE	Canada	Registered	462383	TMA262803
		16 Int.	01-DEC-1980	02-OCT-1981
TRANS/RITE	Finland	Registered	198006373	85405
		16 Int.	25-NOV-1980	05-MAY-1983
TRANS/RITE	Mexico	Registered	176741	314602
		16 Int.	21-NOV-1980	27-AUG-1981
TRANS/RITE	United States	Registered	74561888	1908457
		16 Int.	17-AUG-1994	01-AUG-1995
TRANS/TAB	Canada	Registered	462380	TMA262625
		16 Int.	01-DEC-1980	25-SEP-1981
TRANS/TAB	Finland	Registered	198006376	86543
		16 Int.	25-NOV-1980	22-AUG-1983
TRANS/TAB	Mexico	Registered	222859	500320
		16 Int.	27-JAN-1995	08-SEP-1995
TRANS/TAB	United States	Registered	73116905	1077855
		16 Int.	24-FEB-1977	22-NOV-1977
TRANSFORM	United States	Registered	77348872	3596037
		16 Int.	11-DEC-2007	24-MAR-2009
WECOLOGY	United States	Registered	85051964	4165083
		35 Int.	01-JUN-2010	26-JUN-2012
WORTHINGTON INDEX	United States	Registered	77822611	3962573
		16 Int.	09-SEP-2009	17-MAY-2011
XCELERATOR	Canada	Registered	1287262	TMA732432.
		16 Int.	24-JAN-2006	15-JAN-2009
XCELERATOR	United States	Registered	78800232	3299751
		16 Int.	30-JAN-2006	25-SEP-2007
XLI REWARDS	United States	Pending	86955161	5520039
		35 Int.	28-MAR-2016	17-JUL-2018

Trademark	Country		Application Number / Date	Registration Number/Date
XLI REWARDS LOGO	United States	Pending	86955173	
		35 Int.	28-MAR-2016	

RECORDED: 10/31/2018